

ENTERPRISE AGREEMENT

NO: E.A. 267 /1995

DATE REGISTERED: 1-8-95

PRICE: \$ 24-00

ENTERPRISE AGREEMENT

for

MURRUMBIDGEE IRRIGATION
DEPARTMENT OF LAND AND WATER CONSERVATION
(WATER RESOURCES)

WAGES EMPLOYEES

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1. TITLE

This Agreement shall be known as the "Interim Murrumbidgee Irrigation Wages Staff Enterprise Agreement 1994".

2. SCOPE, APPLICATION AND PARTIES BOUND

2.1 This Agreement provides for interim arrangements for wages staff presently employed by the Department of Land and Water Conservation (Water Resources) commercial arm, Murrumbidgee Irrigation, in the Murrumbidgee Irrigation Areas & Districts.

2.2 The Department of Land and Water Conservation (Water Resources) is the employer party bound by this Agreement, however, in accordance with the arrangements made under Section 17 of the Water Administration Act, the Management of Murrumbidgee Irrigation will effectively manage the employees covered by this Agreement.

2.3 The Unions party to this Agreement are;

AWU-FIME Amalgamated Union New South Wales Branch
The Transport Workers Union of Australia New South Wales
The Building Workers Industrial Union of Australia
New South Wales Branch
The Federated Engine Drivers & Firemen's Association
New South Wales Branch
The Operative Painters & Decorators Union Of Australia
New South Wales Branch
The Automotive, Food, Metals and Engineering Union New South Wales Branch
The Electrical Trades Union of Australia New South Wales Branch

2.4 In accordance with Section 120 (b) of the Industrial Relations Act 1991, NSW, this Agreement shall be binding upon each person employed, as a wages employee, from time to time by Murrumbidgee Irrigation in a trade or occupation covered by the Awards indicated in Schedule 1 of this Agreement.

3 OBJECTIVES

The parties agree that the objectives of this Agreement are:

3.1 To lay the foundation for maximum flexibility in the day to day work of Murrumbidgee Irrigation to maximise operational efficiency as well as to take account of the seasonality of work in the business

3.2 to develop the provision of cost effective services to the customers of Murrumbidgee Irrigation. As such, the parties recognise the need for a viable, efficient organisation with a sustainable capacity to provide cost efficient services to the rural community on which it will depend for it's revenue

3.3 to promote and firmly commit to the development of effective enterprise agreements relevant to the needs and circumstances of the business of Murrumbidgee Irrigation.

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[Signature]

OR

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4 DATE AND PERIOD OF OPERATION

This Agreement shall come into force upon registration and shall operate for a period of twelve months.

5 RELATIONSHIPS TO PREVIOUS AWARDS

This Agreement replaces or supersedes the clauses dealing with wage rates in the Awards mentioned in Schedule 1

6 AGREEMENT TO BE DISPLAYED

This Agreement shall apply to all staff covered under the Awards listed in Schedule 1 save and except for those matters dealt with in this Agreement. Where the terms of the Awards are in conflict, the terms of this Agreement shall prevail

7 ENTERPRISE NEGOTIATION WORKING COMMITTEE

7.1 A workplace enterprise negotiation working committee will be convened to develop and negotiate the specific issues listed at 7.4. The agreed positions reached will form the basis for the next agreement.

7.2 The committee will consist of not less than three nor more than seven staff representatives or less than two or more than three representatives of management

7.3 Nomination of staff representatives to serve on the committee may be made by the Unions party to this Agreement and staff covered by this Agreement.

7.4 The committee is expected to negotiate in good faith to reach agreed positions on the following issues;

- Flexibility of hours
- Introduction of consistent allowances and conditions
- Structured competency based training program
- Work/Family responsibility, salary packaging and employment benefits
- Annualised wage rates
- Workplace consultation
- Performance management

The parties will endeavour to come to an agreed position on these issues by no later than the expiry date of this Agreement

7.5 Unions party to this Agreement and the Murrumbidgee Irrigation Management Board undertake to facilitate, encourage and not discourage or interfere with the good faith negotiating of the committee at the local level. It is however recognised that both the Board and Unions will have a role in approving of the negotiation outcomes. → =

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8 WAGES

8.1 Pay increases will apply as a consequence of this Agreement

8.2 Base pay rates for each classification applying to staff covered by this Agreement will be increased by 7% on registration of the Agreement as set out in Clause 8.3.

8.3 Staff covered by this Agreement will be entitled to a lump sum payment which would be the equivalent of a 4% increase in base rates of pay from the first pay period to commence on or after 1 January, 1994 plus a 3% increase in base rates of pay from the first pay period to commence on or after 1 November, 1994, to the date of registration. This payment will be paid in consideration of the acceptance of this agreement.

8.4 no adjustment to award allowances will be made as part of this Agreement

8.5 Pay rates shall be adjusted in accordance with the minimum rates provisions of Section 122 of the Industrial Relations Act 1991 should there be any movements in the Awards applying to the staff covered by this Agreement

9 GRIEVANCE PROCEDURE

9.1 In the event of a dispute arising between employer and employee(s), any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and by the employee(s) concerned shall be examined by the responsible Manager and a reply provided to the supervisor and employee within two days.

9.2 If the dispute remains unsettled the responsible Manager shall ensure that the matter is recorded in writing in pertinent detail, while the employee(s) may notify either the workplace committee and/or representatives of a Union of the nature and details of the matter in dispute.

9.3 If the dispute thereafter remains unresolved the question shall be discussed between the General Manager and the Union both of whom shall take all reasonable steps to settle the dispute.

9.4 If the dispute remains unsettled the matter shall be notified to the NSW Industrial Relations Commission.

9.5 While the procedures specified herein are being followed all work shall continue normally

9.6 The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected or prejudiced by the fact that normal work has continued without interruption

9.7 If the dispute concerns questions of safety, it shall be immediately referred to the responsible Manager, the Supervisor and Safety Committee which shall consider and resolve the matter forthwith.

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10 DECLARATION

In accordance with Section 121. (1) (d) of the Industrial Relations Act, 1991, this Agreement was negotiated between all the parties through discussion and it represents the agreed compromises of all the parties given the circumstances and is thus entered into without duress.

11 FUTURE NEGOTIATION

The parties agree to commence negotiations on the next enterprise agreement nine months from the date of registration of this Agreement.

The parties agree to commence workplace negotiations via the enterprise negotiation working committee immediately on registration of this agreement.

SIGNED for and on behalf of the DEPARTMENT OF LAND AND WATER CONSERVATION (WATER RESOUR ~~DEPARTMENT OF WATER RESOURCES~~ by the Director General of the Department

Colin Gellatly

Witness *[Signature]*

SIGNED for and on behalf of MURRUMBIDGEE IRRIGATION by the General Manager

Adrian P. Hoare

Witness *[Signature]*

SIGNED for and on behalf of the AWU-FIME ALAMAGAMATED UNION NEW SOUTH WALES ~~AUSTRALIAN WORKERS UNION/FIME~~ S.P.U. by the Secretary

P.G. O'Shea

Witness *S.R. Walters*

SIGNED for and on behalf of the TRANSPORT WORKERS UNION OF AUSTRALIA NEW SOUTH WALES BRANCH by the Secretary

Steve Hutchins

Witness *[Signature]*

SIGNED for and on behalf of the CONSTRUCTION FORESTRY MINING ENERGY UNION (BUILDING UNIONS DIVISION) NEW SOUTH WALES DIVISIONAL BRANCH by the Secretary

Chris Jensen

Witness *C. Kenney*

- * Building Workers Industrial Union of Australia New South Wales Bra
- * Operative Painters and Decorators Union, New South Wales Branch
- * Federated Engine Drivers and Firemen's Association, New South Wales Branch

[Handwritten initials]

SIGNED for and on behalf of the
AUTOMOTIVE FOOD METALS AND ENGINEERING UNION NEW SOUTH WALES BRANCH

by the ~~Secretary~~ **PRESIDENT**

Grant Peet

Witness.....*David Gurne*.....

SIGNED for and on behalf of the
ELECTRICAL TRADES UNION OF AUSTRALIA NEW SOUTH WALES BRANCH
by the Secretary

W. Woodard

Witness.....*Dr. Gurne*.....

Commissioner for Enterprise Agreements
New South Wales


Dear Sir

**Re : Interim Coleambally Irrigation Wages Staff Enterprise Agreement 1994 - Interim
Murrumbidgee Irrigation Wages Staff Enterprise Agreement 1994.**

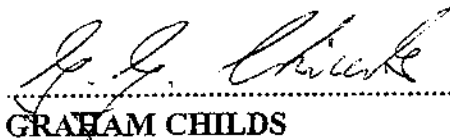
We refer to the above agreements which have been filed in the State Registry.

The undersigned unions nominate Andrew Ferguson or his nominee to represent our respective unions in any proceedings/meetings concerning the registration of the 2 agreements.

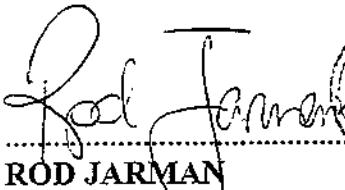
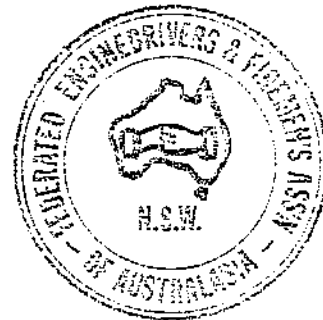
Yours faithfully



ANDREW FERGUSON
Building Workers Industrial Union of Australia
New South Wales Branch



GRAHAM CHILDS
Federated Engine Drivers and Firemen's Association
New South Wales Branch



ROD JARMAN
Operative Painters and Decorators Union of Australia
New South Wales Branch



SCHEDULE 1

SCHEDULE OF AWARDS

Crown Employees (Common Wages Points) Award

Crown Employees (Skilled Tradesmen) Award

Gangers (State) Award

General Construction and Maintenance, Civil and Mechanical Engineering & C (State) Award

Plant & C Operators on Construction (Public Works Department, Water Resources Commission, Commissioner for Main Roads and Maritime Services Board) Award

Surveyor's Field Hands (State) Award

Transport Industry (State) Award

Crown Employees (Transport Drivers & C.) Award

Transport Industry - Sanitary and Garbage (State) Award

SCHEDULE 2

WAGE PAY RATES TRANSITION

CROWN EMPLOYEES (COMMON WAGES POINTS) AWARD State Wage Case 1991			ENTERPRISE AGREEMENT WAGE POINTS			
			4% From 14.1.94		3% From 4.11.94	
Common Wage Points	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
1	196.00	5.1579	203.80	5.3632	209.90	5.5237
2	257.90	6.7868	268.20	7.0579	276.20	7.2684
3	265.00	6.9737	275.60	7.2526	283.90	7.4711
4	272.40	7.1684	283.30	7.4553	291.80	7.6789
5	280.00	7.3684	291.20	7.6632	299.90	7.8921
6	287.80	7.5737	299.30	7.8763	308.30	8.1132
7	295.80	7.7842	307.60	8.0947	316.80	8.3368
8	304.10	8.0026	316.30	8.3237	325.80	8.5737
9	312.80	8.2316	325.30	8.5605	335.10	8.8184
10	321.40	8.4579	334.30	8.7974	344.30	9.0605
11	330.40	8.6947	343.60	9.0421	353.90	9.3132
12	335.70	8.8342	349.10	9.1868	359.60	9.4632
13	341.00	8.9737	354.60	9.3316	365.20	9.6105
14	344.20	9.0579	358.00	9.4211	368.70	9.7026
15	347.20	9.1368	361.10	9.5026	371.90	9.7868
16	350.70	9.2289	364.70	9.5974	375.60	9.8842
17	354.40	9.3263	368.60	9.7000	379.70	9.9921
18	357.70	9.4132	372.00	9.7895	383.20	10.0842
19	361.80	9.5211	376.30	9.9026	387.60	10.2000
20	370.90	9.7605	385.70	10.1500	397.30	10.4553
21	374.60	9.8579	389.60	10.2526	401.30	10.5605
22	377.90	9.9447	393.00	10.3421	404.80	10.6526
23	381.10	10.0289	396.30	10.4289	408.20	10.7421
24	384.70	10.1237	400.10	10.5289	412.10	10.8447
25	388.30	10.2184	403.80	10.6263	415.90	10.9447
26	397.10	10.4500	413.00	10.8684	425.40	11.1947
27	401.10	10.5553	417.10	10.9763	429.60	11.3053
28	404.40	10.6421	420.60	11.0684	433.20	11.4000
29	407.60	10.7263	423.90	11.1553	436.60	11.4895
30	410.90	10.8132	427.30	11.2447	440.10	11.5816
31	414.40	10.9053	431.00	11.3421	443.90	11.6816
32	418.70	11.0184	435.40	11.4579	448.50	11.8026
33	422.30	11.1132	439.20	11.5579	452.40	11.9053
34	425.60	11.2000	442.60	11.6474	455.90	11.9974
35	429.70	11.3079	446.90	11.7605	460.30	12.1132
36	433.30	11.4026	450.60	11.8579	464.10	12.2132
37	437.30	11.5079	454.80	11.9684	468.40	12.3263
38	440.90	11.6026	458.50	12.0658	472.30	12.4289
39	445.30	11.7184	463.10	12.1868	477.00	12.5526
40	449.60	11.8316	467.60	12.3053	481.60	12.6737
41	453.30	11.9289	471.40	12.4053	485.50	12.7763
42	458.00	12.0526	476.30	12.5342	490.60	12.9105
43	461.80	12.1526	480.30	12.6395	494.70	13.0184
44	467.00	12.2895	485.70	12.7816	500.30	13.1658
45	470.60	12.3842	489.40	12.8789	504.10	13.2658

CROWN EMPLOYEES (COMMON WAGES POINTS) AWARD			ENTERPRISE AGREEMENT WAGE POINTS			
State Wage Case 1991			4% From 14.1.94		3% From 4.11.94	
Common Wage Points	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
46	475.30	12.5079	494.30	13.0079	509.10	13.3974
47	478.80	12.6000	498.00	13.1053	512.90	13.4974
48	483.50	12.7237	502.80	13.2316	517.90	13.6289
49	487.20	12.8211	506.70	13.3342	521.90	13.7342
50	492.30	12.9553	512.00	13.4737	527.40	13.8789
51	496.40	13.0632	516.30	13.5868	531.80	13.9947
52	501.50	13.1974	521.60	13.7263	537.20	14.1368
53	506.40	13.3263	526.70	13.8605	542.50	14.2763
54	510.30	13.4289	530.70	13.9658	546.60	14.3842
55	515.60	13.5684	536.20	14.1105	552.30	14.5342
56	520.00	13.6842	540.80	14.2316	557.00	14.6579
57	524.50	13.8026	545.50	14.3553	561.90	14.7868
58	529.70	13.9395	550.90	14.4974	567.40	14.9316
59	534.60	14.0684	556.00	14.6316	572.70	15.0711
60	539.40	14.1947	561.00	14.7632	577.80	15.2053
61	544.70	14.3342	566.50	14.9079	583.50	15.3553
62	550.30	14.4816	572.30	15.0605	589.50	15.5132
63	555.40	14.6158	577.60	15.2000	594.90	15.6553
64	561.10	14.7658	583.50	15.3553	601.00	15.8158
65	566.30	14.9026	589.00	15.5000	606.70	15.9658
66	573.00	15.0789	595.90	15.6816	613.80	16.1526
67	578.60	15.2263	601.70	15.8342	619.80	16.3105
68	583.40	15.3526	606.70	15.9658	624.90	16.4447
69	590.40	15.5368	614.00	16.1579	632.40	16.6421
70	596.30	15.6921	620.20	16.3211	638.80	16.8105
71	600.90	15.8132	624.90	16.4447	643.60	16.9368
72	607.70	15.9921	632.00	16.6316	651.00	17.1316
73	613.60	16.1474	638.10	16.7921	657.20	17.2947
74	619.70	16.3079	644.50	16.9605	663.80	17.4684
75	625.00	16.4474	650.00	17.1053	669.50	17.6184
76	631.50	16.6184	656.80	17.2842	676.50	17.8026
77	636.50	16.7500	662.00	17.4211	681.90	17.9447
78	643.00	16.9211	668.70	17.5974	688.80	18.1263
79	650.10	17.1079	676.10	17.7921	696.40	18.3263
80	655.60	17.2526	681.80	17.9421	702.30	18.4816
81	663.20	17.4526	689.70	18.1500	710.40	18.6947
82	668.50	17.5921	695.20	18.2947	716.10	18.8447
83	675.80	17.7842	702.80	18.4947	723.90	19.0500
84	681.90	17.9447	709.20	18.6632	730.50	19.2237
85	689.20	18.1368	716.80	18.8632	738.30	19.4289
86	696.00	18.3158	723.80	19.0474	745.50	19.6184
87	702.10	18.4763	730.20	19.2158	752.10	19.7921
88	709.40	18.6684	737.80	19.4158	759.90	19.9974
89	715.80	18.8368	744.40	19.5895	766.70	20.1763
90	723.40	19.0368	752.30	19.7974	774.90	20.3921
91	730.70	19.2289	759.90	19.9974	782.70	20.5974
92	738.00	19.4211	767.50	20.1974	790.50	20.8026
93	745.40	19.6158	775.20	20.4000	798.50	21.0132
94	752.60	19.8053	782.70	20.5974	806.20	21.2158

CROWN EMPLOYEES (COMMON WAGES POINTS) AWARD			ENTERPRISE AGREEMENT WAGE POINTS			
State Wage Case 1991			4% From 14.1.94		3% From 4.11.94	
Common Wage Points	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
95	759.50	19.9868	789.90	20.7868	813.60	21.4105
96	767.40	20.1947	798.10	21.0026	822.00	21.6316
97	775.70	20.4132	806.70	21.2289	830.90	21.8658
98	783.90	20.6289	815.30	21.4553	839.80	22.1000
99	792.10	20.8447	823.80	21.6789	848.50	22.3289
100	800.00	21.0526	832.00	21.8947	857.00	22.5526
101	808.80	21.2842	841.20	22.1368	866.40	22.8000